



## RESOLUTION

AUTHORIZING THE DIRECTOR OF THE DEPARTMENT OF INFORMATION TECHNOLOGY OF THE CITY AND COUNTY OF HONOLULU, OR HIS DULY AUTHORIZED REPRESENTATIVE, TO ENTER INTO AN AGREEMENT WITH THE COMPTROLLER OF THE DEPARTMENT OF ACCOUNTING AND GENERAL SERVICES OF THE STATE OF HAWAII TO ESTABLISH A SHARED COMMUNICATION FACILITY AT THE KOKO HEAD COMMUNICATION SITE ON THE ISLAND OF OAHU.

WHEREAS, Chapter 1, Article 8, Revised Ordinances of Honolulu, 1990, as amended, requires prior City Council approval for any intergovernmental agreement which places an obligation upon the City and County of Honolulu ("CITY") or any department or agency thereof; and

WHEREAS, the Department of Accounting and General Services (the "DAGS") is the central organization within the Executive Branch of the Hawaii State Government that carries out the responsibilities for statewide communications that the Governor of Hawaii has delegated to the Comptroller of DAGS; and

WHEREAS, the DAGS needs to establish and operate new communication facilities to support the continuing communications requirements of government agencies that are responsible for homeland security, public safety, and first response to emergencies, and the DAGS has identified the Koko Head site as a critical location necessary to permit the operation of the statewide digital microwave backbone, as well as the continuing and future operation of government land mobile radio systems; and

WHEREAS, the Department of Information Technology (the "DIT") is the organization within the CITY that carries out telecommunication issues for the City; and

WHEREAS, the CITY owns and operates an existing communications facility at Koko Head (the "City Facility") which includes two towers (50-foot and 20-foot tall), a 60-foot tall wooden pole, a 30-foot tall metal monopole, a building that occupies approximately 400 square feet, a standby generator, and a propane fuel tank; and

WHEREAS, the City Facility supports the City microwave system, the City 800 MHz radio system, the Honolulu Fire Department VHF radio system, and other governmental and governmental-related communications systems; and

WHEREAS, the CITY needs to replace its existing towers, wooden pole, and monopole at the City Facility and desires to modernize the building and facility environment for its communications equipment at Koko Head; now, therefore,



## RESOLUTION

BE IT RESOLVED By the Council of the City and County of Honolulu that the Director of the DIT, or his duly authorized representative, is hereby authorized to enter into an intergovernmental agreement with the DAGS, in substantially the form attached hereto as Exhibit "A", and any incidental or related agreements or documents that may be required, to establish a shared communication facility at the Koko Head Communication site on the island of Oahu; and

BE IT FINALLY RESOLVED that the Clerk is hereby directed to transmit copies of this Resolution to the Director of the Department of Information Technology and to the Managing Director of the City and County of Honolulu, and to Mr. Russ K. Saito, Comptroller, Department of Accounting and General Services, State of Hawaii, 1151 Punchbowl Street, Honolulu, Hawaii 96813.

INTRODUCED BY:

*[Handwritten signature]*

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Councilmembers

DATE OF INTRODUCTION

JAN 28 2004

Honolulu, Hawaii

(01.26.04)

**MEMORANDUM OF AGREEMENT**

This Memorandum of Agreement (the "MOA") is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2004, by and between the State of Hawaii (the "State") and the City and County of Honolulu (the "City") to specify the terms and conditions for the development and operation of a shared radio communications facility located at Koko Head, Oahu, TMK No. 3-9-12:004.

The State shall be represented by the Department of Accounting and General Services (the "DAGS"), with offices at 1151 Punchbowl Street, Room 410, Honolulu, Hawaii 96813. The City shall be represented by the Department of Information Technology (the "DIT"), with offices at the Honolulu Municipal Building, 5<sup>th</sup> floor, 650 South King Street, Honolulu, Hawaii 96813.

Whereas, the DAGS is the central organization within the Executive Branch of the Hawaii State Government that carries out the responsibilities for statewide communications that the Governor has delegated to the DAGS Comptroller; and

Whereas, the DAGS needs to establish and operate new communication facilities to support the continuing communications requirements of government agencies that are responsible for homeland security, public safety, and first response to emergencies, and the DAGS has identified the City's Koko Head site as a critical location necessary to permit the operation of the statewide digital microwave backbone, as well as the continuing and future operation of government land mobile radio systems; and

Whereas, the DIT is the organization within the City and County of Honolulu that carries out telecommunication responsibilities for the City; and

Whereas, the City owns and operates an existing communications facility at Koko Head (the "City Facility") which includes two towers (50-foot and 20-foot tall), a 60-foot tall wooden pole, a 30-foot tall metal monopole, a building that occupies approximately 400 square feet, a standby generator, and a propane fuel tank; and

Whereas, the City Facility supports the City microwave system, the City 800 MHz radio system, the Honolulu Fire Department VHF radio system, and other governmental and governmental-related communications systems; and

Whereas, the City needs to replace its existing towers, wooden pole, and monopole at the City Facility and desires to modernize the building and facility environment for its communications equipment at Koko Head, Oahu; and

Whereas, it is in the best interests of the State and the City to share communications facilities at this site;

Now therefore, this MOA is entered into by the State and the City to agree that:

1. The City shall permit the State to occupy approximately 8,000 square feet of City-owned real property immediately adjacent to the existing City Facility to allow the DAGS Information and Communication Services Division (the "ICSD") to develop a shared communications facility (the "Shared Facility"), as hereinafter generally described, that will include a modern replacement for the City Facility and an ICSD facility.
2. The DAGS shall plan, design, obtain all permits, fund, construct, operate, and maintain a shared communications facility at Koko Head (the "Shared Facility"), which will consist of:
  - a. A single 70-foot tall, four-leg, self-supporting communications tower designed using the most current version of EIA/TIA 222 modified with the assumption that antennas are mounted at their actual heights and that twist and sway specifications to maintain operations will be met at wind speeds of up to 110 mph as defined for a Safir Simpson Category 2 hurricane. Furthermore, the tower shall be designed using the same assumptions to survive a Safir Simpson Category 4 hurricane; and
  - b. A single communication facility building designed to survive a Safir Simpson Category 4 hurricane. The Shared Facility building shall include no less than 1,200 square feet of internal space to be divided into two independent sections, with each section including separate rooms for communications equipment, generator, and station batteries; and
  - c. A security fence that will enclose the entire facility; and
3. The DAGS shall be responsible for the operations of the Shared Facility including all maintenance of the tower structure, building exterior, building roof, site grounds, and fence; and
4. The DIT shall be responsible for the operations and maintenance of the interior of the City portion of the Shared Facility building, the facility access road, and all City-owned communications equipment, antenna feed lines, antennas, generator, propane tank, transfer switch, rectifiers, batteries, air conditioning systems, and alarm and monitoring equipment. The City shall have quiet enjoyment and use of its portion of the facility building without hindrance or interruption by State and shall be responsible for all access to and utility costs for its portion of the Shared Facility building; and

5. The ICSD shall be responsible for the operation and maintenance of the interior of the State portion of the Shared Facility building and all State-owned communications equipment, antenna feed lines, antennas, generator, diesel tank, transfer switch, rectifiers, batteries, air conditioning systems and alarm and monitoring equipment. The State shall have quiet enjoyment and use of its portion of the facility building without hindrance or interruption by City and shall be responsible for all access to and utility costs for its portion of the facility building; and
6. Both parties shall work cooperatively to design and manage placement of antennas at the Shared Facility. Furthermore, both parties shall work cooperatively wherever possible to reuse or otherwise share combiners, feed lines, and antenna systems at all frequencies. Both parties shall work together to develop a facility grounding plan and feed line attachment and antenna mounting standards; and
7. The City will obtain a waiver required from Kamehameha Schools under the terms of the City's deed to the property to permit the Shared Facility to be constructed adjacent to the existing City Facility; and
8. The City grants the State the use of the City-owned real property at no charge and the State grants the City the use of the State-provided tower and building at no charge. The City shall be responsible for the relocation of City-owned equipment from the City Facility to the Shared Facility and for the demolition and removal of the City Facility once all systems have been transferred to the Shared Facility; and
9. The Shared Facility shall be used only to house and support communication systems that are used by governmental agencies or by entities sponsored by the State or the City, that are not-for-profit in nature and/or have a defined role in assisting the government in times of disaster or emergency. No commercial business will be transacted and no commercial for-profit, or fee-for-service communications traffic shall be supported using the Shared Facility in any capacity. The State portion of the Shared Facility shall be used under State control to house and support any communications systems not related to the City, such as, but not limited to, those owned by the federal government; and
10. Each party agrees to accept full responsibility for the operation of its communications systems, especially with respect to radiation safety and the licensing requirements of the Federal Communications Commission (the "FCC") and the reporting requirements of the Federal Aviation Administration (the "FAA"). The City will assist the State, as necessary, to complete and update forms and reports by the FAA. Subject to the provisions of paragraph 14 below, both parties shall work cooperatively to arrange and equally share costs for electromagnetic energy audits that

include on-site survey and management, the production of a written report, and the development of a site safety plan as required by the FCC; and

11. The City shall be responsible for damage or personal injury resulting from acts or omissions of City employees while acting within the scope of their employment to the extent that the City's liability for such damage or injury has been determined by a court or otherwise agreed to by the City. The City shall pay for such damages and injury to the extent that funds have been authorized and appropriated by the City Council for such purpose, and the funds have been allocated by the executive budget process. The City shall cause its subcontractors and users to agree to indemnify and hold harmless the State of Hawaii, the DAGS, and the ICSD from any damages or liability as a result of the use of or employment of the Shared Facility; and
12. The State shall be responsible for damage or personal injury resulting from acts or omissions of State employees while acting within the scope of their employment to the extent that the State's liability for such damage or injury has been determined by a court or otherwise agreed to by the State. The State shall pay for such damages and injury to the extent that funds have been authorized and appropriated by the Legislature for such purpose, and the funds have been allocated by the executive budget process. The State shall cause its subcontractors and users to agree to indemnify and hold harmless the City and the DIT from any damages or liability as a result of the use of or employment of the Shared Facility; and
13. Modifications to this agreement shall be made by mutual agreement of both parties in writing. The term of this agreement shall be thirty (30) years, with automatic extension in ten (10) year increments. Termination of this agreement by any party shall be made with a minimum 120-day notice; and
14. The State shall be responsible for the initial electromagnetic emission study after completion and acceptance of the Shared Facility by the City and the State; and
15. All notices regarding this MOA shall be sent in writing to:

If to the State:

Department of Accounting and General Services  
State of Hawaii  
1155 Punchbowl Street, Room 412  
Honolulu, Hawaii 96813  
Attention: Mr. Russ K. Saito, Comptroller

If to the City:

Department of Information Technology  
City and County of Honolulu  
Honolulu Municipal Building, 5<sup>th</sup> Floor  
650 South King Street  
Honolulu, Hawaii 96813  
Attention: Director

IN WITNESS WHEREOF, the State and the City have agreed to and have executed this MOA by their signatures:

State of Hawaii

By \_\_\_\_\_

Printed Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

City and County of Honolulu

By \_\_\_\_\_

Printed Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

CITY COUNCIL  
CITY AND COUNTY OF HONOLULU  
HONOLULU, HAWAII  
C E R T I F I C A T E

**RESOLUTION 04-28**

Introduced: 1/28/04 By: Chair Donovan M. Dela Cruz/BR

Committee: Z

Title: RESOLUTION AUTHORIZING THE DIRECTOR OF THE DEPARTMENT OF INFORMATION AND TECHNOLOGY OF THE CITY AND COUNTY OF HONOLULU, OR HIS DULY AUTHORIZED REPRESENTATIVE, TO ENTER INTO AN AGREEMENT WITH THE COMPTROLLER OF THE DEPARTMENT OF ACCOUNTING AND GENERAL SERVICES OF THE STATE OF HAWAII TO ESTABLISH A SHARED COMMUNICATION FACILITY AT THE KOKO HEAD COMMUNICATION SITE ON THE ISLAND OF OAHU.

Links: [04-28](#)  
[Related Communications](#)

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Z	2/3/04	CR-36 (2004) – Reported out of committee for adoption.
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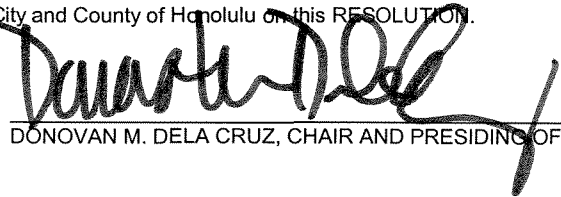
Council	2/18/04	CR 36 (2004) & Resolution adopted.
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Cachola .....	Y	Dela Cruz .....	Y	Djou.....	Y	Gabbard.....	Y	Garcia .....	Y
Kobayashi....	Y	Marshall.....	Y	Okino.....	Y	Tam.....	Y		

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I hereby certify that the above is a true record of action by the Council of the City and County of Honolulu on this RESOLUTION.

  
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DENISE C. DE COSTA, CITY CLERK

  
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DONOVAN M. DELA CRUZ, CHAIR AND PRESIDING OFFICER